

**TENTATIVE AGENDA
MEETING OF THE CITY COUNCIL
CITY OF LADUE, MISSOURI
COUNCIL CHAMBERS
9345 CLAYTON ROAD
LADUE, MISSOURI 63124
MONDAY, AUGUST 21, 2017
4:00 P.M.**

The Hon. Nancy Spewak, Mayor, to preside and call the meeting to order.

Adoption and Approval of the Agenda.

Approval of the Minutes: Minutes of the Regular and Closed Meetings of July 17, 2017, July 21, 2017 and August 2, 2017.

Public Forum: The Mayor will recognize any visitors who wish to address the Mayor and Council on City matters. **(Speakers will be limited to 3 minutes)**

Public Hearings:

PH1: The City Council will consider a recommendation from the Zoning and Planning Commission that the Council approves a proposed text amendment to Zoning Ordinance (#1175) regarding proposed construction and storm water runoff requirements in the E1 Zoning District as well as amended definitions for floor area and other relevant terms.

PH2: The City Council will consider a recommendation from the Zoning and Planning Commission that the Council approves a request for a Special Use Permit for a Stealth Communication Tower in the "C" Residential District. The Tower is proposed to be located at 9551 Litzinger Road in Tilles Park.
MOTION REQUIRED TO APPROVE.

PH3: The City Council will consider a recommendation from the Zoning and Planning Commission that the Council approves a proposed text amendment to Zoning Ordinance (#1175), Section II, Section IV-A (4) (d) and Section XIV, regarding short term rental bans in all residential districts.

Zoning and Planning Matters:

ZP1: Referral to the Zoning and Planning Commission for consideration of a text amendment and zoning change to update zoning use categories and address zoning questions in Ladue.

Old Business: None

New Business:

Proposed Legislation:

Bill No. 2163 – An ordinance amending Sections V and XIV of Ordinance 1175, the Zoning Ordinance of the City of Ladue, St. Louis County, Missouri, regarding requirements for structures in the E-1 Zoning District and the definition of floor area, and Section 110-142 of the Ladue Code of Ordinances regarding new storm water runoff requirements to be enforced for the E-1 Zoning District.

Bill No. 2164 – An ordinance amending Sections II, IV, and XIV of Ordinance 1175, the Zoning Ordinance of the City of Ladue, St. Louis County, Missouri, concerning prohibiting short-term rentals and rental of accessory structures.

Resolution No. 2017-20 – A resolution authorizing the Mayor to execute on behalf of the City of Ladue, Missouri a proposal from Sentinel Emergency Solutions and Rosenbauer Minnesota, LLC for the manufacture and purchase of a pumper truck.

Resolution No. 2017-21 – A resolution authorizing the Mayor to execute on behalf of the City a Rights-of-Way Use Agreement with MCIMetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services.

Financial Matters:

- F-1** Report of the Finance Director regarding significant items in the financial reports.
- F-2** The Mayor and Council to review and approve the Vouchers for Payment for the month of July 2017.
- F-3** The Mayor and Council to review the combined Treasurer's and Collector's Report for July 2017.
- F-4** The Mayor and Council to review the Financial Report for July 2017.
- F-5** The Mayor and Council to review the Cash Flow Summary for July 2017.
- F-6** The Mayor and Council to review the Land Lots and Delinquent Tax List.

Department Reports:

- D-1 Fire Department:** Mayor and Council to review the Fire Department Activity Report for the month of July 2017.
 - a. Construction Management Report - Fire House No.1.
- D-2 Police Department:** Mayor and Council to review the Police Activity Report for the period of January 1 – July 31, 2017.
 - a. Request for approval for the Chief of Police to purchase office furnishings for the Detective Bureau from CI Select at a cost of \$11,149.56.
- D-3 Public Works:** Mayor and Council to review the report of the Director of the Public Works Department.
 - a. Building Office report for the period through July 2017.
- D-4 Municipal Court:** Mayor and Council to review the report of the Municipal Court for July 2017.
- D-5 Administration/City Clerk:**
 - a. Request for approval for the City Clerk to purchase office furnishings for the Administration Department from CI Select at a cost of \$12,574.00.
 - b. Report from the City Attorney.
- D-6 Appointments:** None.

Adjournment: Next meeting dates: Monday, September 18, 2017 and Monday, October 16, 2017.

Note: Pursuant to Section 610.022 RSMO., the City Council could vote to close the public meeting and move to executive session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney as provided under section 610.021 (1) RSMO. and/or personnel matters under section 610.021 (13) RSMO. and/or employee matters under section 610.021 (3) RSMO. and/or real estate matters under section 610.021 (2).

Posted Date:

8/17/17

Time:

2:30 pm.

By:

S. Rider

BILL NO. 2163

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS V AND XIV OF ORDINANCE 1175, THE ZONING ORDINANCE OF THE CITY OF LADUE, ST. LOUIS COUNTY, MISSOURI, REGARDING REQUIREMENTS FOR STRUCTURES IN THE E-1 ZONING DISTRICT AND THE DEFINITION OF FLOOR AREA, AND SECTION 110-142 OF THE LADUE CODE OF ORDINANCES REGARDING NEW STORMWATER RUNOFF REQUIREMENTS TO BE ENFORCED FOR THE E-1 ZONING DISTRICT

WHEREAS, there has been a temporary stay on the construction of new homes in the E-1 Zoning District because of confusion regarding the definition of floor area and how to properly enforce the floor area ratio requirement; and

WHEREAS, the E-1 district is mostly comprised of smaller lots, about 7,200 square feet in size with homes between 1 and 1½ stories and total living area ranging between 1,000 and 2,000 square feet; and

WHEREAS, there is some concern that some of the newer homes in the E-1 district are not in character with the existing neighborhood and cover too much of the lot, causing storm water runoff problems; and

WHEREAS, the Ladue Comprehensive Plan identified the need to preserve the existing scale and aesthetics of Clayton Road Park and the desire to have “downsized high-end housing options available in Ladue”; and

WHEREAS, the Zoning and Planning Commission discussed certain revisions to the construction requirements in the E-1 district at their meetings on June 27, 2017 and July 26, 2017; and

WHEREAS, after recommending changes to the code updates, the Zoning and Planning Commission voted to recommend approval of the code changes included herein by a vote of 7 in favor, 0 opposed at the meeting on July 26th; and

WHEREAS, a duly noticed and published public hearing was held on August 21st, 2017, regarding the proposed amended regulations in conformity with all requirements of Section 89.060 of the Missouri Revised Statutes and Zoning Ordinance 1175; and

WHEREAS, this bill has been made available for public inspection prior to its consideration by the City Council and read by title two times in open meeting prior to passage; and

WHEREAS, it has been determined that the passage of this bill is in the best interests of the City of Ladue and in accordance with the Ladue Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LADUE, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1. Section V A. (1) of Ordinance 1175, the Zoning Ordinances of the City of Ladue, St. Louis County, Missouri shall be replaced with a new subsection (1) to read as follows:

- (1) Two and one-half stories shall be the maximum number of stories allowed in the A, B, C, D, E, G, and H zoning districts. A maximum height of 45' is possible, but the ultimate determination of height will be based on other project elements as defined in the City of Ladue, Missouri Architectural Design Guidelines.

SECTION 2. The following new Section V A. (2) shall be inserted and numbers 2-7 shall be renumbered accordingly.

- (2) In the E-1 Zoning District, the maximum allowed height shall be 28 feet. Second-story additions may be allowed in the E-1 district as long as they do not exceed the maximum height limit, are consistent with the style and mass for the house, and do not exceed 2/3 of the area of the first floor.

SECTION 3. Section V C. (2) of Ordinance 1175, the Zoning Ordinances of the City of Ladue, St. Louis County, Missouri shall be amended, with the addition of subsection (h) to read as follows:

- (h) The following additional front setback requirements shall apply in the E-1 District only:
 - i) Front facing garages must be set back at least 5 feet behind the front door of the house.
 - ii) Any portion of the home that exceeds 24 feet above grade shall be set back at least 35 feet from the front property line.

SECTION 4. The definition of Floor Area in Section XIV shall be replaced with a new definition to read as follows:

Floor Area. The gross floor area of the building consisting of the gross horizontal enclosed areas of the several floors measured from the interior faces of the walls enclosing the building, including all floor areas in garages (attached or detached), covered porches, covered patios, covered walkways and breezeways and all other floor areas under roof, excepting the floor area of a basement which is not counted as a story under the definition of Basement in Section XIV.

SECTION 5. The language in Section VII E. shall be amended as follows:

E. Single family dwellings exceeding the square footages in area under roof may be allowed in the zoning districts specified in Subsection D. of this Section VII., provided that all the criteria in this Subsection F. are met. For determining area under roof, the entire floor area of the building consisting of the gross horizontal enclosed areas of the several floors measured from the interior faces of the walls enclosing the building, including all floor areas in garages (attached or detached), covered porches, covered patios, covered walkways and breezeways

and all other floor areas under roof of the main building, excepting the floor area of a basement which is not counted as a story under the definition of Basement in Section XIV.

SECTION 6. Section 110-142 of the Ladue Code of Ordinances shall be amended to relabel the existing subsections (b) and (c) as (c) and (d) respectively, amend subsection (a) to enact the below underlined language, and to enact a new subsection (b) to read as follows:

(a) The City of Ladue specifies the MSD Rules and Regulations and Engineering Design Requirements for Sanitary and Storm Water Drainage Facilities as originally adopted February 2006, or latest version, as the applicable document for the proper implementation of the requirements of this division for the following zoning districts: A, B, C, D, E, G, and H.

(b) All land development in the E-1 zoning district shall be required to design and implement quantity and quality storm water management according to the following:

1. Storm water generated on a property must be retained on that property for the following design storm event: 15 year, 20 minute storm.
2. Each land development project must submit a plan that demonstrates that any increased differential storm water or other changes to storm water discharge is being retained on that property and properly controlled. The plan shall include the following:
 - i. Existing and proposed pervious and impervious conditions on the site, including the specific materials of each surface, including but not limited to buildings, sidewalks, patios, decks, pools, driveways, and green spaces
 - ii. Existing and proposed topography detailed in 2 foot increments
 - iii. Elevation points for existing and proposed building corners
 - iv. Arrows showing the direction of flow on the property
 - v. Point drainage locations and the distance from property lines of the point drainage outlet
 - vi. Any existing and proposed MSD storm water systems
 - vii. The existing and proposed path of the storm water to the MSD storm water system. The path shall include off premise analysis where applicable.
 - viii. Calculations of differential storm water
 - ix. The seal of a registered design professional unless the new impervious surface is less than 400 square feet
3. Portions of the MSD Rules and Regulations and Engineering Design Requirements for Sanitary and Storm Water Drainage Facilities shall still apply and be used for guidance regarding the installation of storm water

management systems, but no portion of the MSD Regulations shall supersede subsections a and b above.

4. Storm water management should be designed for maximum infiltration on the site and should consider detention strategies such as rain gardens, cisterns, rain barrels, and similar receiving areas and devices.

SECTION 7. The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds that the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City Council would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION 8. This Ordinance shall take effect and be in force from and after its passage and approval by the Mayor.

PASSED THIS _____ DAY OF _____, 2017.

President, City Council

APPROVED AND ADOPTED THIS _____ DAY OF _____, 2017.

Nancy Spewak, Mayor

ATTEST:

Laura Rider, City Clerk

BILL NO. 2164

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS II, IV, and XIV OF ORDINANCE 1175, THE ZONING ORDINANCE OF THE CITY OF LADUE, ST. LOUIS COUNTY, MISSOURI, CONCERNING PROHIBITING SHORT-TERM RENTALS AND RENTAL OF ACCESSORY STRUCTURES

WHEREAS, one of the objectives stated in the Ladue Comprehensive Plan is to preserve Ladue's single-family characteristics in existing neighborhoods and developments; and

WHEREAS, a change in the single-family character of the community could negatively affect property values; and

WHEREAS, short-term rentals and rental of accessory structures is not consistent with a single-family neighborhood and the sense of community that is shared by the residents of the City; and

WHEREAS, the Zoning and Planning Commission discussed the proposed short-term rental prohibition and rental of accessory structures at their meeting on July 26, 2017; and

WHEREAS, after recommending changes to the code updates, the Zoning and Planning Commission voted to recommend approval of the code changes included herein by a vote of 7 in favor, 0 opposed at the meeting on July 26th; and

WHEREAS, a duly noticed and published public hearing was held on August 21st, 2017, regarding the proposed amended regulations in conformity with all requirements of Section 89.060 of the Missouri Revised Statutes and Zoning Ordinance 1175; and

WHEREAS, the City Council finds that short-term rentals are not consistent with the single-family characteristic of the City that gives Ladue its exceptional quality, and that the increased noise, traffic, and parking that can be associated with short-term rentals are not compatible with the mostly private, narrow residential subdivision streets in the City, and

WHEREAS, this bill has been made available for public inspection prior to its consideration by the City Council and read by title two times in open meeting prior to passage; and

WHEREAS, it has been determined that the passage of this bill is in the best interests of the City of Ladue to protect the peaceful enjoyment of property, property values, and public health, safety, and welfare of the City,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LADUE, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1. Section II A.(10) of Ordinance 1175, the Zoning Ordinances of the City of Ladue, St. Louis County, Missouri shall be amended by adding the following to the list of uses that are expressly prohibited in the City of Ladue:

- (k) Short-term rentals

SECTION 2. Section IV A.(4)(d) of Ordinance 1175, the Zoning Ordinances of the City of Ladue, St. Louis County, Missouri shall be amended by replacing the existing language with the following:

An accessory building or structure shall not be used for dwelling purposes, except by members of the family, as defined by Section XIV, or by persons employed for domestic or related services to a resident of the main building. An accessory building or structure shall not be used as rental property.

SECTION 3. Section XIV shall be amended by adding the following new definitions:

Short-term rental. A property or any portion thereof that is rented for dwelling purposes for a period of less than 30 days.

Motel. Any facility designed to provide short-term rental units to accommodate guests.

SECTION 4. The definition of Home Occupation in Section XIV shall be amended by adding the following to the list of requirements:

(9) short-term rentals shall not be allowed.

SECTION 4. The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds that the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City Council would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION 5. This Ordinance shall take effect and be in force from and after its passage and approval by the Mayor.

PASSED THIS _____ DAY OF _____, 2017.

President, City Council

APPROVED AND ADOPTED THIS _____ DAY OF _____, 2017.

Nancy Spewak, Mayor

ATTEST:

Laura Rider, City Clerk

RESOLUTION NO. 2017-20

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF LADUE, MISSOURI A PROPOSAL FROM SENTINEL EMERGENCY SOLUTIONS AND ROSENBAUER MINNESOTA, LLC FOR THE MANUFACTURE AND PURCHASE OF A PUMPER TRUCK.

WHEREAS, the Ladue Fire Chief appointed a Truck Committee consisting of Fire Department Staff whose task was to work with Sentinel Emergency Solutions and Rosenbauer Minnesota, LLC for the design of a new pumper truck; and

WHEREAS, upon conclusion of the design phase, on August 19, 2017, the City of Ladue received a proposal from Sentinel Emergency Solutions and Rosenbauer Minnesota LLC for the manufacture and purchase of a pumper truck to be built in accordance with the specifications as incorporated in the proposal; and

WHEREAS, staff reviewed the proposal and after evaluation of the same found that the proposal from Sentinel Emergency Solutions and Rosenbauer Minnesota LLC met the City's needs; and

WHEREAS, the City Council now desires and finds it in the best interest of the City to enter into a contract with Sentinel Emergency Solutions and Rosenbauer Minnesota LLC for the manufacture and purchase of a pumper truck.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF LADUE, MISSOURI, AS FOLLOWS:

Section 1. The City Council hereby authorizes the Mayor to execute on behalf of the City a proposal with Sentinel Emergency Solutions and Rosenbauer Minnesota LLC for the manufacture and purchase of a new pumper truck in substantially the form of Exhibit A incorporated herein by reference (the "Contract"), including all documents specified in the Contract as being part of the Contract.

Section 2. This Resolution shall take effect and be in force from and after its passage and approval by the Mayor.

Adopted by the City Council and approved by the Mayor on this 21st day of August 2017.

Nancy Spewak, Mayor

ATTEST:

Laura Rider, City Clerk

Exhibit A

The Contract

To: CITY OF LADUE
9345 CLAYTON ROAD
LADUE MO 63124

DATE: 8/19/2017

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the City of Ladue, hereinafter called the BUYER and an officer of Rosenbauer Minnesota, LLC, hereinafter called the COMPANY, the following apparatus and equipment:

ROSENBAUER REAR MOUNT PUMPER APPARATUS BODY MANUFACTURED BY ROSENBAUER MINNESOTA, LLC AND SPECIFIED EQUIPMENT	\$419,078.00
ROSENBAUER COMMANDER CHASSIS	\$296,434.00
TOTAL ...	\$715,512.00*

SEVEN HUNDRED FIFTEEN THOUSAND FIVE HUNDRED TWELVE DOLLARS

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made a part of this agreement and contract.

DELIVERY: The estimated delivery time (9213 Clayton Road, Ladue MO 63124) for the completed apparatus, is to be made 360 days after receipt of and approval of this contract duly executed, (chassis must arrive within 120 days or delivery may be delayed), subject to all causes beyond the Company's control. The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. The Company cannot be held responsible for delays due to Acts of God, Labor Strikes, or Changes in Governmental Regulations that result in delayed delivery to our manufacturing facilities of these specified materials. This delivery estimate is based on the Company receiving complete and accurate paperwork from the Buyer and that no changes take place during pre-construction, mid-point inspections or final inspections. Changes required or requested by the Buyer during the construction process may be cause for an increase in the number of days required to build said apparatus.

PAYMENT TERMS: Final payment for the apparatus shall be made at time of delivery or pick up of the completed vehicle. It is the responsibility of the Buyer to have full payment ready when the apparatus is complete and ready to deliver. If payment is delayed or delivery is delayed pending payment, a daily finance and storage fee may apply. Upon delivery of the apparatus or upon pickup of the apparatus by the Buyer, Buyer agrees to provide all liability and physical damage insurance. It is further agreed that if on delivery and test, any defects should develop, the Company shall be given reasonable time to correct same. Guarantee of the chassis is subject to the guarantee of the chassis manufacturer.

MISCELLANEOUS PROVISIONS: This agreement shall be construed in accordance with the laws of the State of Missouri. The parties agree that any litigation arising from or in connection with any dispute between the parties under this agreement shall be venued in Missouri. The parties agree that this agreement bears a rational relationship to the State of Missouri, and they consent to the personal jurisdiction of such state and further consent and stipulate to venue in the above described court.

***NOTE: PRICING IS BASED ON THE HGAC BUY PROGRAM.**

***NOTE: CHASSIS PRE PAY OPTION: IF THE CHASSIS IS PAID FOR UPON COMPLETION IN APPROXIMATELY 6 MONTHS YOU MAY DEDUCT \$11,554.00 FROM THE AMOUNT LISTED ABOVE.**

The amount in this proposal shall remain firm for a period of 30 days from the date of same.

Respectfully submitted,

DEALER: SENTINEL EMERGENCY SOLUTIONS

SALES REP: _____
BRIAN FRANZ

BUYER:

We accept the above proposal and enter into contract with signature below.

Title _____

Title _____

Date _____

After company receipt of this document signed by the Buyer, the document will be reviewed and upon approval, countersigned by the Company thereby putting the document in force.

ROSENBAUER MINNESOTA, LLC

Title _____

www.rosenbaueramerica.com

info@rosenbaueramerica.com

ROSENBAUER SOUTH DAKOTA, LLC
100 THIRD STREET
P.O. BOX 57
LYONS, SOUTH DAKOTA 57041
P: 605.543.5591

ROSENBAUER MINNESOTA, LLC
5181 260TH STREET
P.O. BOX 549
WYOMING, MINNESOTA 55092
P: 651.462.1000

ROSENBAUER MOTORS, LLC.
5190 260TH STREET
P.O. BOX 549
WYOMING, MINNESOTA 55092
P: 651.462.1000

ROSENBAUER AERIALS, LLC.
870 SOUTH BROAD STREET
FREMONT, NEBRASKA 68025
P: 402.721.7622

_____ Date

www.rosenbaueramerica.com

info@rosenbaueramerica.com

ROSENBAUER SOUTH DAKOTA, LLC.
100 THIRD STREET
P.O. BOX 57
LYONS, SOUTH DAKOTA 57041
P: 605.543.5591

ROSENBAUER MINNESOTA, LLC.
5181 260TH STREET
P.O. BOX 549
WYOMING, MINNESOTA 55092
P: 651.462.1000

ROSENBAUER MOTORS, LLC.
5190 260TH STREET
P.O. BOX 549
WYOMING, MINNESOTA 55092
P: 651.462.1000

ROSENBAUER AERIALS, LLC.
870 SOUTH BROAD STREET
FREMONT, NEBRASKA 68025
P: 402.721.7622

RESOLUTION NO. 2017-21

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY A RIGHTS-OF-WAY USE AGREEMENT WITH MCIMETRO ACCESS TRANSMISSION SERVICES CORP. D/B/A VERIZON ACCESS TRANSMISSION SERVICES

WHEREAS, MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services ("Licensee") has requested consent from the City to authorize its use of the ROW to construct, install, maintain, and operate facilities for communications or related capabilities; and

WHEREAS, Missouri law provides conditions relating to the City's consent to, and authorizes the City to regulate the use and occupancy of its ROW for placement of various communications facilities; and

WHEREAS, the City is authorized to and has established standards for occupancy of the ROW by communications facilities and other uses that are consistent with and recognize the Public Service Commission's duties and jurisdiction; and

WHEREAS, the City and Licensee desire to enter into a ROW Use Agreement to authorize Licensee's use of the City's ROW under certain terms and conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF LADUE, MISSOURI, AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute the attached Rights-of-Way Use Agreement in substantially the form of Exhibit 1, attached hereto and incorporated herein by this reference, with MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services, provided the Mayor shall not execute such Agreement if Licensee has not met all conditions of the agreement including remedy of any known current obligations.

Section 2. This Resolution shall take effect and be in force from and after its passage and approval by the Mayor.

Adopted by the City Council and approved by the Mayor on this 21st day of August, 2017.

Nancy Spewak, Mayor

ATTEST:

Laura Rider, City Clerk

EXHIBIT 1

RIGHTS-OF-WAY USE AGREEMENT FOR COMMUNICATIONS FACILITIES

THIS RIGHTS-OF-WAY USE AGREEMENT FOR COMMUNICATIONS FACILITIES ("Agreement") is made and entered into as of the Effective Date (as defined in Section 11.1), by and between, MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services, a Delaware corporation registered to do business in Missouri (the "Licensee"), and the City of Ladue, Missouri, a municipality of the State of Missouri (the "City"). Licensee and City may sometimes be referred to in this Agreement individually as a "Party" or collectively as the "Parties."

WHEREAS, Licensee has requested consent from the City to authorize its use of the City's Rights-of-Way to construct, install, maintain, and operate facilities for communications or related capabilities; and

WHEREAS, Missouri law provides conditions relating to the City's consent to, and authorizes the City to regulate the use and occupancy of its Rights-of-Way ("Rights-of-Way" or "ROW") for placement of various communications facilities; and

WHEREAS, the City is authorized to and has established standards for occupancy of the Rights-of-Way by communications facilities and other uses that are consistent with and recognize the Public Service Commission's duties and jurisdiction; and

WHEREAS, the City and Licensee desire to enter into this Agreement, to establish the terms of Licensee's use of the Rights-of-Way, and to incorporate the provisions and definitions of the ROW Code (as defined in Section 1.2); and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

SECTION 1. GENERAL

1.1 Preservation of Police Power Authority. Any rights granted to Licensee pursuant to this Agreement are subject to the authority of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public.

1.2 Defined Terms. For purposes of this Agreement, the capitalized terms shall have the meanings as set forth in the Code of Ordinances of the City, including specifically Chapter 90, and as may be amended (the "Code" or "ROW Code"). Words used in the present tense include the future tense, words in the single number include the plural number, and words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning. The following additional capitalized terms shall also apply to this Agreement:

A. **"Communications"** The transmission via the Facilities, in whole or in part, between or among points specified by the user, of information of the user's choosing (e.g., data, video, voice), without change in the form or content of the information as sent and received, regardless of the statutory or regulatory scheme to which such transmissions may be subject.

B. **"Communications Service"** The transmission of writing, signs, signals, pictures, sounds or other forms of intelligence through wire, wireless or other means, including, but not limited to, any "telecommunications service," "enhanced service," "information service," or "Internet Service," as such terms are now, or may in the future, be defined under applicable law, and including all instrumentalities, Facilities, apparatus (Communications Facilities), and services (among other things, the receipt, forwarding, and delivery of Telecommunications) incidental to

such transmission or designed to directly or indirectly facilitate or accept such transmission and shall also include "video services" as defined in § 67.2677 RSMo. The term "Communications Service" does not include the rental of conduit or physical facilities, which if proposed must be expressly separately approved in Exhibit A below or sought directly by such third party from City. Any party seeking to provide cable television, video services, or use wireless communication facilities shall be subject to additional and separate requirements, limitations and/or approvals of federal, state and local law and shall have on file with the City such authorization to provide such services prior to commencement.

1.3 Agreement Subject to Provisions of ROW Code. This Agreement fully incorporates the provisions of the ROW Code as if fully set forth herein, and Licensee agrees as a part of this Agreement to abide by the provisions of such Code and other applicable ordinances of the City as a ROW User, and to be subject to the enforcement by the City as provided therein and in this Agreement as a material term herein. This Agreement may establish Licensee obligations that are supplementary to the ROW Code, but nothing in this Agreement shall be deemed to waive any obligation or requirement applicable to Licensee authorized or established by the ROW Code. The consent to use the Rights-of-Way authorized by this Agreement is subject to the continuing accuracy during the term of this Agreement of the application information provided by and maintained by Licensee for this authorization as provided to and on file with the City.

SECTION 2. GRANT OF AUTHORITY TO USE THE RIGHTS-OF-WAY

2.1 Agreements Non-Exclusive. This Agreement shall grant nonexclusive privileges to use the Rights-of-Way. The City specifically reserves the right to grant, at any time, such additional agreements or other rights to use the Rights-of-Way for any purpose and to any other person, including itself, as it deems appropriate, subject to applicable federal and state law. Nothing in this Agreement shall relieve Licensee from its obligations to apply for and obtain all necessary permits for installation of its Facilities including excavation, building, electrical, zoning, etc. before installation of its Facilities within the ROW.

2.2 Nature of Rights Granted by this Agreement. This Agreement shall not convey title to Licensee, equitable or legal in the Rights-of-Way, and gives only the right to occupy the City's Rights-of-Way for the purposes and for the period stated in this Agreement and subject to the requirements of this Agreement. This Agreement also shall not grant the right to use Facilities owned or controlled by the City or a third-party, without the separate consent of the City or such third-party owning or controlling the Facilities, nor shall it excuse Licensee from obtaining appropriate access or pole attachment agreements before locating on Facilities controlled or owned by the City or a third-party.

2.3 Grant. Subject to the terms and conditions of this Agreement, the ROW Code, and the conditions set forth on Exhibit A attached hereto and incorporated by reference into this Agreement, Licensee is hereby granted the nonexclusive right and privilege to construct, operate, and maintain Facilities in, through, over, above, and along the City's Rights-of-Way for the purposes of supplying **Communications Service** within the City, subject, however, to the terms and conditions herein set forth within this Agreement and the Code and all such special conditions as may be set forth in Exhibit A. Licensee agrees that this Rights-of-Way Use Agreement shall supersede any existing franchise or other rights-of-way use agreement between the Licensee and the City, if any. As a condition of this grant, Licensee is required to obtain and maintain any permit, license certification, grant, registration or any other authorization lawfully required by any appropriate governmental entity, including, but not limited to, the City, the Federal Communications Commission, or the Missouri Public Service Commission. Licensee shall not have the right to install wireless antennae or antennae support structures in the ROW pursuant to this Agreement, nor provide services not authorized herein, except as provided in Exhibit A, or such subsequent amendment as may be approved thereto. The size, location, and specifications of the underground and above-ground Facilities are subject to prior City approval and consent. In the event that the use of the Rights-of-Way is proposed to change or Licensee desires to provide services other than as described herein, Licensee shall be required to seek amendment hereto prior to commencing such service or changed use.

2.4 Use of Rights-of-Way; Police Powers; Licensee's Use Subordinate. The Licensee shall construct and maintain its Facilities in accordance with all applicable federal, state and local laws, codes and ordinances, including all permit requirements, and fee payments, in effect as of the Effective Date or adopted after the Effective Date, to the extent such are not in contravention of applicable law. The City makes no express or implied representation or warranty regarding its rights to authorize the installation or construction of Licensee's Facilities on any particular segment of Rights-of-Way. The burden and responsibility for making all such determinations in advance of construction or installation shall be entirely upon Licensee. The use of the Rights-of-Way authorized by this Agreement shall in all matters be subordinate to the City's use of and rights to the same and Licensee shall be limited to such uses as have been expressly granted to Licensee by the City. Licensee shall excavate in or install Facilities in the Rights-of-Way in locations and in a manner only as authorized by a permit granted by the City. Licensee shall further be subject to the City's exercise of its powers, including but not limited to its administration and regulation related to the management of the Rights-of-Way exercised in a competitively neutral and non-discriminatory reasonable manner.

2.5 No Interference. Licensee shall construct and maintain its Facilities to be so located, constructed and maintained as to avoid interference with the proper use of all Rights-of-Ways and so as not to materially or without authority interfere with other users of the Rights-of-Way. Except as may otherwise be provided, the Licensee shall reasonably notify all residents and properties materially affected by the proposed work prior to commencement of such work. All construction and maintenance by Licensee or its subcontractors shall be performed in accordance with generally accepted industry standards and all standard specifications, drawings, and procedures required or approved by the City.

2.6 Notification, Joint Installation and Collocation Requirements. Licensee shall, prior to any excavation or installation within the Rights-of-Way, provide sufficient notification and joint installation opportunity on a shared-cost basis to potential users of the Rights-of-Way under such generally applicable written policy or direction as may be established by the City. Licensee shall further make its installed Facilities available to other Licensees on a nondiscriminatory competitively neutral basis as may be required by federal law codified at 47 U.S.C. § 224.

2.7 Licensee Responsible for Costs. The Licensee shall be responsible for all reasonable, lawfully reimbursable, documented costs incurred by the City that are directly associated with its installation, maintenance, repair, operation, use, and replacement of its Facilities within the Rights-of-Way, that are not otherwise accounted for as part of the permit fee established pursuant to the ROW Code and not contrary to any applicable requirements of Sections 67.1830 to 67.1846 RSMo. All such costs shall be itemized and the City's books and records related to these costs shall be made available upon request to the Licensee. Licensee shall be responsible for its own costs incurred removing or relocating its Facilities when required to do so by the City due to the City requirements relating to maintenance and use of the Rights-of-Way as set forth in section 7.6, below.

SECTION 3. TERM AND COMPENSATION

3.1 Term. This Agreement shall be effective for a term of ten (10) years from the Effective Date, and shall continue from year to year thereafter, unless terminated by either party with ninety (90) days prior written notice to the other of an intent to terminate this Agreement following the Initial Term, provided in no circumstance shall this Agreement be effective for longer than twenty (20) years and subject to earlier termination or forfeiture as provided for elsewhere in this Agreement.

3.2 Compensation – User Fees. Licensee agrees to pay the City a linear foot user fee and such other compensation in the amount and under such additional regulations and provisions as are set forth in this Agreement and in the City's policies and Ladue Code. Unless otherwise hereinafter established by the City's Governing Body, Licensee shall pay to the City an annual fee of one dollar and ninety cents (\$1.90) per linear foot of Facilities located in the Rights-of-Way, if any. Payments will be made on a monthly basis at a rate of \$0.1583 per linear foot with a minimum fee of \$333.33 per month.

Provided further that Licensee shall be entitled to a credit pursuant to Section 68.1846 RSMo. and this Agreement to the linear foot fee due hereunder equal to the payment(s) made to and received by the City from Licensee for the same time period for the gross receipts tax on Licensee's communications services and business license taxes, if any; provided, however, in no case shall such credit exceed the user fee due under this subsection such that it would result in a payment to Licensee and may not be carried forward or back to any other time period. Licensee agrees that currently has 23,827 existing duct and proposes installation of approximately 15,343 linear feet of underground Facilities and 8,386 linear feet of aerial Facilities within the City ROW, for a total of 47,556 linear feet for the purposes authorized herein as depicted on Exhibit B attached hereto and incorporated. The actual authorized installation shall be limited to that which has received approved permits from the City and linear foot fees shall be paid based on the sum of the actual linear foot of facilities installed and any additional linear foot approved by permit for installation. Linear foot fees shall be paid to the City in the amount equal to the monthly payments owed within sixty (60) days from the close of the calendar month for which payment is calculated. Such payment shall be accompanied by an affidavit stating the greatest total linear feet of Facilities located in the Rights-of-Way during the preceding month, any credit taken for gross receipt taxes or business license fees paid to the City, and the payment of the Use Fee made. Any payments due to the City hereunder and not paid at the due date shall bear compound interest at nine (9) percent per annum of the total amount past due. Licensee's credit to the user fee as authorized above shall be calculated based upon gross receipt taxes paid and attributable to gross receipts received for the same months in which the user fee is attributable.

3.3 User Fee Not a Tax. The above required user fees and other compensation required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by the City, except as may be provided for in the Code, herein, and as set forth in § 67.1846. Licensee acknowledges that the user fees are compensation for use of the Rights-of-Way, both underground and above ground, and shall in no way be deemed a tax of any kind.

SECTION 4. TAXES

4.1 The Licensee agrees to pay all legally applicable taxes including license taxes, business taxes, utility taxes, video services provider fees, and other applicable taxes of the City and failure to pay such taxes shall be considered a breach of this Agreement. Nothing herein is intended to alter, amend, modify or expand the taxes that may be lawfully assessed on Licensee's business activities under applicable law, with the exception of the Use Fee set forth in this Agreement. Licensee shall be subject to audit and shall itemize by category of service the amount received and taxes paid for services provided by Facilities in the Rights-of-Way. Such taxes shall be in addition to compensation, if any, required by the City by ordinance or otherwise subject to any limitations herein and of applicable state or federal law.

SECTION 5. TRANSFER OF AGREEMENT OR FACILITIES

5.1 Transfer of Agreement. Unless otherwise prohibited by law, Licensee shall not sell, transfer, lease, or assign this Agreement or its rights under this Agreement, in whole or in part, without obtaining the City's prior consent, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing sentence, Licensee may sell, transfer, lease or assign this Agreement or its rights under this Agreement, in whole or in part, with prior written notice to the City if to: (a) any entity controlling, controlled by or under common control with Licensee; (b) any surviving successor entity or newly created successor entity in the event of a merger, reorganization or consolidation involving Licensee. The City reserves the right to be reimbursed for its reasonable costs relating to a transfer of ownership. Licensee shall not change its name under which it does business with the public without providing at least thirty (30) days prior notice to the City.

5.2 Agreement Binding. In the event of a sale, transfer, assignment or any other transaction Licensee may enter into that involves transfer of Licensee's rights, duties, and privileges under this Agreement, all provisions of this Agreement that are obligatory upon, or that inure to the benefit of Licensee, shall also be obligatory upon and shall inure to the benefit of any and all successors and

assigns of Licensee. Further, all obligations, duties, liabilities, limitations, prohibitions, amendments and forfeitures by this Agreement created or imposed upon Licensee shall be binding upon and be assumed, kept and performed by its legal and bona fide assigns and successors in interest, according to the true intent and purpose of this Agreement, whether expressly so stated or not.

5.3 Sale or Lease of Facilities. Except as otherwise may be provided by law, Licensee shall not lease, sell, sublet or otherwise transfer possession or control or use of the Facilities, or any portion thereof, for any purpose to any person that has not obtained a duly issued Agreement, or other grant by the City to use the Rights-of-Way and which includes the authority to use or maintain such leased or transferred Facilities. Notwithstanding the foregoing, Licensee may use and maintain Licensee's installed Facilities for the benefit of its customers of its Communications Services provided that any such customer shall have no right of physical access to the Facilities in the ROW without a separate agreement with the City.

SECTION 6. FORFEITURE OF LICENSE AND PRIVILEGE.

6.1 In case of material failure on the part of the Licensee, its successors and assigns, to comply with any of the provisions of this Agreement, including the provisions of the Code of Ordinances, or if the Licensee, its successors and assigns, should do or cause to be done any act or thing prohibited by or in violation of the terms of this Agreement, including the provisions of the Code, or if the Licensee loses authority to provide its Communication Services or do business within the City under applicable law, or if the Licensee, its successors and assigns, shall forfeit all rights and privileges permitted herein, and all rights hereunder shall cease, terminate, and become null and void, provided that said forfeiture shall not take effect until the City shall carry out the following proceedings: Before the City proceeds to forfeit this Agreement, it shall first serve a written notice upon the Licensee, setting forth in detail the neglect or failure complained of, and the Licensee shall have thirty (30) days thereafter in which to cure the default by complying with the conditions of this Agreement. If at the end of such thirty (30) day period the City determines that the conditions have not been complied with, unless said material default could not have been cured within said thirty (30) day period by Licensee exercising reasonable diligence and Licensee is exercising diligence to cure said default, the City shall take action by an affirmative vote of the Governing Body present at the meeting and voting, at which Licensee may appear and be heard, to terminate the Agreement; setting out the grounds upon which said Agreement is to be canceled or terminated. Nothing herein shall prevent the City from taking any other action or remedy as may be set forth in the City's Code of Ordinances or as may otherwise exist at law. All remedies described in this section are cumulative and in addition to any other rights and remedies to which City may be entitled at law, in equity or under this Agreement.

SECTION 7. GENERAL CONDITIONS

7.1 Compliance With Laws. In performing activities and exercising its rights and obligations under this Agreement, the Licensee shall comply with all applicable federal, state and local laws, ordinances, regulations and policies, including, but not limited to, all laws, ordinances, zoning, and other regulations and policies relating to construction, bonding, insurance, and use of public property.

7.2 Insurance. In addition to the requirements of Section 90.283(d) of the ROW Code, except as may be prohibited by law, Licensee shall provide, at its sole expense, and maintain during the term of this Agreement commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the City, with a rating by Best of not less than "A," that shall protect the Licensee, the City, and the City's officials, officers, and employees from claims which may arise from operations under this Agreement, whether such operations are by the Licensee, its officers, directors, employees and agents, or any subcontractors of Licensee. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all Licensee operations, products, services or use of automobiles, or construction equipment. The amount of insurance for Single Limit Coverage applying to Bodily and Personal Injury and Property Damage shall be at least \$2,727,489.00, but in no event less than the individual and combined sovereign immunity limits

established by § 537.610 RSMo., or its successor, for political subdivisions; provided that nothing herein shall be deemed to waive the City's sovereign immunity. An endorsement shall be provided which states that the City is named as an additional insured and stating that the policy shall not be cancelled or materially modified so as to be out of compliance with the requirements of this Section, or not renewed without thirty (30) days' advance written notice of such event being given to the City Clerk. Any self-insurance or deductible above fifty thousand dollars (\$50,000.00) must be declared to and pre-approved by the City. **The insurance requirements in this section or otherwise shall not apply to Licensee to the extent and for such period during this Agreement as Licensee is exempted from such requirements pursuant to § 67.1830(6)(a) RSMo. and has on file with the City Clerk an affidavit certifying that Licensee has twenty-five million dollars in net assets and the facts otherwise establishing that Licensee is therefore so exempted.**

7.3 Construction Guarantee and Maintenance. Licensee agrees that it shall be responsible to guarantee for a period of four years the restoration of the Rights-of-Way in the area where such Licensee conducted excavation and performed the restoration minimally as required by § 67.1834 RSMo. A bond, letter of credit or other surety (collectively "Surety") in the form approved by the City shall be posted if required by the City to guarantee construction performance. **Surety shall not be required to the extent and for such period during this Agreement as Licensee is exempted from such requirements pursuant to § 67.1830(6)(a) RSMo. and has on file with the City Clerk an affidavit certifying that Licensee has twenty-five million dollars in net assets and the facts otherwise establishing that Licensee is therefore so exempted.** Licensee shall also be responsible for maintenance of its Facilities and any and all damage caused to the ROW, equipment within the ROW or otherwise by Licensee's use of the ROW.

7.4 Enforcement; Attorneys' Fees. The City shall be entitled to enforce this Agreement through all remedies lawfully available, and Licensee shall pay the City its costs of enforcement, including reasonable attorneys' fees, in the event that Licensee is determined judicially to have violated the terms of this Agreement.

7.5 Relationship of the Parties. Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between the Parties.

7.6 Relocation or Removal of Facilities.

7.6.1 In addition to the requirements of Section 90.283 of the ROW Code, the City may in its exercise of the public interest request, require that Licensee, at Licensee's sole cost and expense, relocate, adjust, or reinstall any of its Licensee's Facilities. The City shall give reasonable notice of such requirement to Licensee, including the location of Facilities to be relocated and a reasonable time to relocate such Facilities. Licensee shall forthwith remove, adjust, or relocate such Facilities within the reasonable time provided by the City in its written notice. The cost of such relocation, removal, or reinstallation of the Facilities shall be the exclusive obligation of said Licensee without expense to the City.

7.6.2 Licensee shall upon request of any person other than the City requesting relocation of Facilities and holding a validly issued building or moving permit and within a reasonable period as may be established by the City, temporarily raise, lower, adjust, or relocate its Facilities as may be reasonably necessary for permit-holder to exercise its rights under the permit. Except where good cause is approved by the City, a permit-holder must make its request at least 14 days prior to the date it intends to exercise its rights under the permit. If applicable, Licensee will, within 7 days of its receipt of such a request, deliver to the permit-holder an invoice for the services. However, Licensee will not be required to honor any such request unless and until the permit-holder makes payment in advance for any expenses incurred by said Licensee pursuant to said person's request. If any Facilities are not relocated in accordance with this Section and within the reasonable time frames required by the City, the City or its contractors may relocate the Facilities and the Licensee and its surety shall be liable to the City for any and all costs incurred by the City, including but not limited to any liquidated delay damages. Any time period during which Licensee is unable to relocate its facilities due to the actions or inactions of a third

party, which is unaffiliated to Licensee and not under contract with or control of Licensee, including, without limitation, the City, will not be counted against the reasonable time frame allowed to Licensee to relocate its Facilities.

7.7 No Cause of Action Against the City. The Licensee shall have no remedy or recourse whatsoever against the City for any loss, cost, expense, or damage arising from any of the provisions or requirements of this Agreement, or because of the enforcement thereof by said City, or for the failure of said City to have the authority to grant, all, or any part, of the rights herein granted; provided that said Licensee expressly acknowledges that it accepted the rights herein granted under this Agreement in reliance upon its independent and personal investigation and understanding of the power of authority of said City to enter into the Agreement herein with Licensee; provided further that the Licensee acknowledges by its acceptance of said Agreement that it has not been induced to enter into this Agreement upon any understanding, or promise, whether given verbally or in writing by or on behalf of any Party, or by any other person concerning any term or condition of this Agreement not expressed herein; provided further that the Licensee acknowledges by the acceptance of this Agreement that it has carefully read the provisions, terms, and conditions hereof and all incorporated provisions and is willing to, and does accept, all of the risk attendant to said provisions, terms, and conditions of this Agreement. Nothing herein shall be deemed to waive the City's sovereign immunity.

SECTION 8. INDEMNIFICATION

8.1 Licensee at its sole cost and expense, hereby agrees to indemnify, protect, release, defend (with counsel acceptable to the City) and hold harmless the City, its municipal officials, elected officials, councils, boards, commissions, officers, employees, attorneys, and agents, from and against any and all causes of action, claims, demands, all contractual damages and losses, economic damages and losses, all other damages and losses liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, from the action or inaction of Licensee, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts Licensee may be liable, in constructing, operating, using, maintaining, repairing, restoring or removing Facilities, or in carrying on Licensee's business or operations in the City, or out of the fact that the City entered into this Agreement with Licensee, the rights granted to Licensee, or the activities performed, or failed to be performed, by Licensee under this Agreement, or otherwise, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of the City, its elected officials, officers, employees, agents or contractors, or as otherwise may be limited by law. This indemnity shall apply, without limitation, to any claim or cause of action for invasion of privacy, defamation, antitrust, negligence, theft, fire, violation or infringement of any copyright, trademark, trade name, service mark or patent or intellectual property right of any person, whether or not any act or omission complained of is authorized, allowed or prohibited by this Agreement. The indemnification, duty to defend, and hold harmless obligations set forth in this Section shall survive for a period of five (5) years after the date of expiration or termination of this Agreement. Any payments required by Licensee to City pursuant to this indemnification paragraph or otherwise required under this Agreement shall accrue interest from the date due at one and one-half percent interest per month until paid.

SECTION 9. NOTICE

9.1 Any notice, demand, consent, approval, request or other communication required or permitted to be given to either Party under or with respect to this Agreement (collectively, "Notice") must be in writing and must be delivered in person, by a reputable overnight delivery service or by certified mail, postage prepaid, return receipt requested, to the appropriate address(es) set forth below:

If Notice to Licensee:

MCImetro Access Transmission Services Corp.
d/b/a Verizon Access Transmission Services

600 Hidden Ridge Drive, #E02E97
Irving, TX 75038

If Notice to City:

City of Ladue, Missouri
Attn: Director of Public Works
9345 Clayton Rd.
Ladue, MO 63124

9.2 If notice is given by personal delivery, a receipt indicating that personal delivery was made must be obtained. Notice will be deemed effective on the date of receipt by the addressee as shown on the receipt if given by personal delivery, on the return receipt if notice is given by certified mail or the confirmation of delivery form if notice is given by overnight delivery service. Rejection or refusal to accept or the inability to deliver because of a changed address of which no proper notice was given will be deemed to be receipt of the notice as of the date of rejection, refusal or inability to deliver. Either Party may change its address for notice by giving notice of address change to the other Party in the manner for giving notice prescribed in Section 9.1.

SECTION 10. MISCELLANEOUS

10.1 This Agreement and all Exhibits constitute the entire Agreement between the Parties as to the subject matter of this Agreement, and no negotiations or discussions prior to the Effective Date shall be of any effect.

10.2 The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.

10.3 No term or condition of this Agreement will be deemed to have been waived by a Party unless the waiver is made in writing and is signed by the Party against whom the waiver is claimed. No waiver of default or breach of this Agreement or consent to the default or breach will be deemed to have been waived or consented to unless the waiver or consent is made in writing and signed by the Party against whom the waiver or consent is claimed. The waiver of or consent to a breach or default of this Agreement will not be deemed to be a waiver of or consent to any other breach or default of this Agreement, or to or any subsequent breach or default of the same term, or condition of this Agreement. No course of dealing or conduct or failure of a Party to strictly enforce any term, right or condition of this Agreement constitutes a general waiver or relinquishment of the term, right or condition.

10.4 The rights and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. The laws of the State of Missouri shall govern this Agreement.

10.5 This Agreement is for the benefit of the Parties and not for any other person or entity. This Agreement creates no third-party beneficiary rights.

SECTION 11. EFFECTIVE AND ACCEPTANCE

11.1 This Agreement shall be effective on the date this Agreement is last signed by both Parties ("Effective Date"). The Parties acknowledge that this Agreement is a lawful contract between them, that they entered into this Agreement voluntarily, and have full authority to sign this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into as of the Effective Date.

CITY OF LADUE, MISSOURI

MCIMETRO ACCESS TRANSMISSION
SERVICES CORP. D/B/A VERIZON ACCESS
TRANSMISSION SERVICES

Nancy Spewak, Mayor

Date: _____

ATTEST:

Laura Rider, City Clerk

By: _____

Print Name: _____

Title: _____

Date: _____

(CORPORATE SEAL)

STATE OF _____)
COUNTY OF _____) ss.

The forgoing instrument was acknowledged before me this _____, 2017,
by _____, on behalf of MCI metro Access Transmission Services Corp. d/b/a
Verizon Access Transmission Services. This person is personally known to me or has produced
_____ as identification.

(Signature of Notary taking Acknowledgment)

Notary Public, State of _____

My Commission Expires: _____

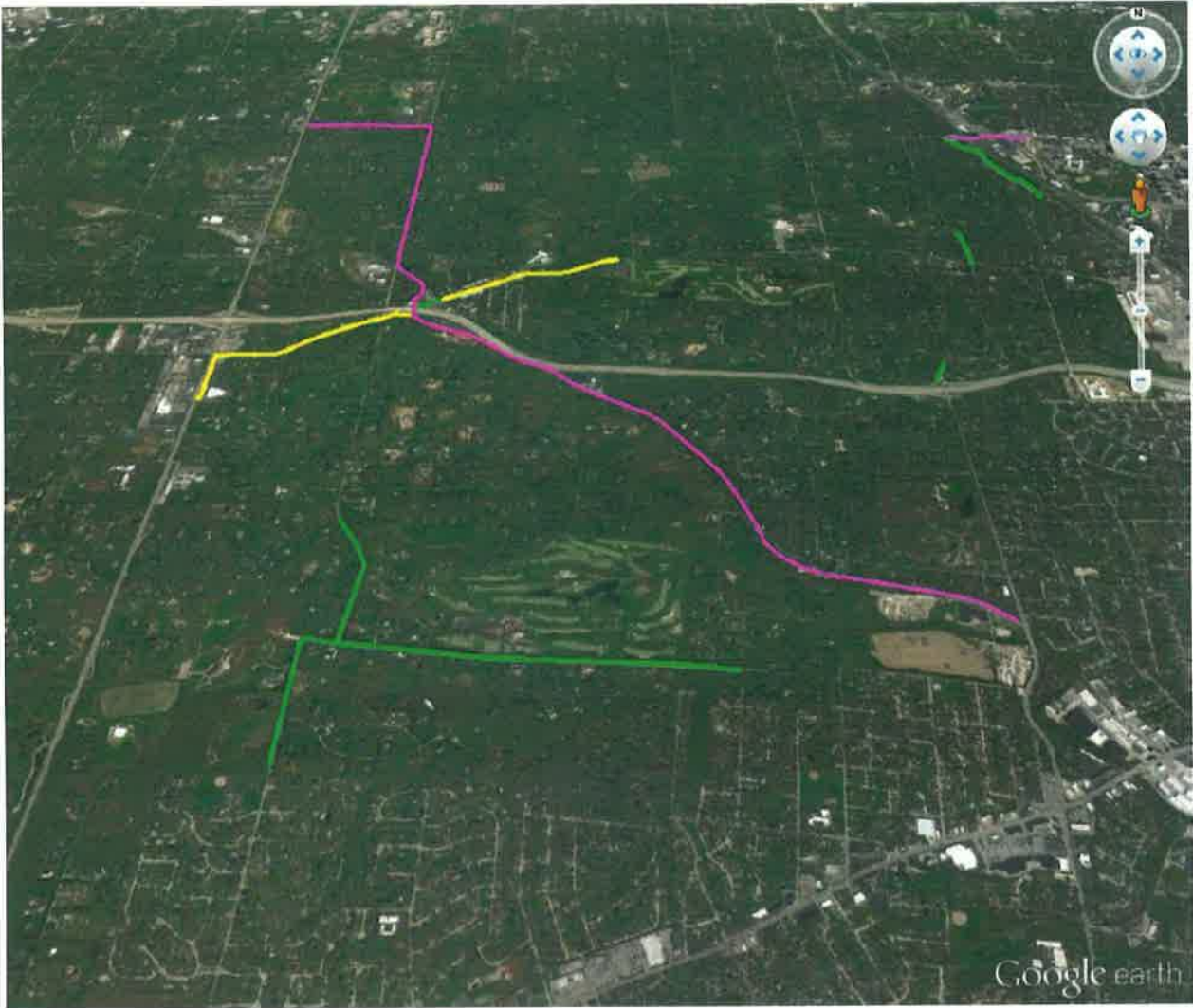
EXHIBIT A

SPECIAL CONDITIONS APPLICABLE TO COMMUNICATION COMPANIES

The following special conditions shall be a condition of this Agreement and shall supplement and limit any provision in this Agreement to the contrary:

1. all new Licensee Facilities shall be installed underground, except where good cause is shown to authorize use of existing above-ground Licensee Facilities, including when and where similar facilities exist above ground or when conditions are such that underground construction is impossible, impracticable or economically unfeasible, as determined by the City, and where in the City's reasonable judgment the aboveground construction has minimal aesthetic impact on the area where construction is proposed. Ground-mounted pedestals customarily installed for underground Facilities shall be authorized subject to applicable permit requirements and design, location, appearance and other reasonable requirements of the City, provided that such pedestals or equipment that are larger than 3 feet in height or otherwise not customarily found within the City limits shall not be deemed authorized by this Agreement without specific separate written authorization of the City
2. Licensee acknowledges and agrees that pursuant to its obligation to pay all legally applicable taxes it shall pay the City's license tax as a ROW user and asserting its status as selling telephone services, and shall remit to the City such tax on gross receipts of all of its revenue from its services authorized herein or otherwise as required by Article II of Chapter 106 of the City's Code of Ordinances, or as may be amended, regardless of technology or nomenclature used by Licensee to provide such services, including but not limited to wire, wireless, internet-based transmissions, and switched or unswitched, to the extent permitted by law.
3. Licensee represents and agrees that it (including its duly licensed contractors acting on its behalf identified on the right-of-way permit application or otherwise to the City) shall not authorize third-parties without a valid license, Right-of-Way Use Agreement, or other lawful authorization in writing from the City to be within the City's Rights-of-Way to install or perform maintenance on its Facilities or have physical access thereto in the Rights-of-Way.
4. For purposes of clarification only, a document providing Communication Service to a third party as authorized herein but nominated or referred to as lease authorizing a service or use to a third-party shall not be deemed to violate Section 5.3, or constitute rent outside the scope of providing a Communication Service, solely because of such nomenclature or reference provided it otherwise complies with the requirements of this Agreement and meets the following conditions:
 - Does not provide the third-party with an ownership or property interest in or any form or type of title in the ROW, ROW Agreement, or any facilities in the ROW, whether temporary or otherwise, and the lessee does not acquire the right to own, control, maintain, modify, physical access, or revise the facilities in the ROW, whether specific facilities or not; and
 - Does not grant any rights or remedies as against the City and any such rights or remedies are limited to those as may be granted herein to be directly exercised by Licensee.

EXHIBIT B



8,386	15,343	23,827	47,556
New Aerial	New Underground	Existing Duct	Total Linear Feet